

Exhibit 9

Item 5. Premium:

(a) Policy Premium

(b) Premium for Certified Acts of Terrorism

[REDACTED]

(see rate)

Premium is Flat

Total Premium Payable:

[REDACTED]

Flat ☐

Auditable ☒

Minimum
Premium

[REDACTED]

Item 6. Rate: See th Premium Audit Endorsement, Endorsement No. 6

THESE DECLARATIONS, TOGETHER WITH EXCESS THIRD PARTY LIABILITY POLICY, SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF, THE ABOVE NUMBERED POLICY.



ARCH INSURANCE COMPANY
(A Missouri Corporation)

**EXCESS THIRD PARTY LIABILITY POLICY
SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE
(LEAD EXCESS)**

NAMED INSURED: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV
POLICY NUMBER: UXP1005436-00
POLICY PERIOD: EFFECTIVE DATE: June 1, 2016 EXPIRATION DATE: June 1, 2023

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

3.a. CONTROLLING UNDERLYING INSURANCE

3.b. OTHER UNDERLYING INSURANCE

1. GENERAL LIABILITY

Insurer: Zurich American Insurance Company
Policy Number: GLO 0195438-00
Term: 06/01/2016 to 06/01/2023

Applicable Limits of Liability

\$5,000,000 Each & Every Occurrence
\$10,000,000 General Aggregate Reinstatable
\$10,000,000 Prod/ Completed Ops Aggregate

2. PERSONAL & ADVERTISING INJURY LIMIT

Insurer: Zurich American Insurance Company
Policy Number: GLO 0195438-00
Term: 06/01/2016 to 06/01/2023

Applicable Limits of Liability

\$5,000,000 Per Person or Organization

3. AUTOMOBILE LIABILITY

Insurer: Zurich American Insurance Company
Policy Number: BAP 0195441-00
Term: 06/01/2016 to 06/01/2017

Applicable Limits of Liability

\$2,000,000 Combined Single Limit



Arch Insurance Company
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd
Suite 900
Kansas City, MO 64108

Administrative Address:
West Region - One Sansome Street
Suite 1400
San Francisco, CA 94104
(415) 490-9700

**EXCESS THIRD PARTY LIABILITY POLICY
SCHEDULE OF ENDORSEMENTS**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

NAMED INSURED: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

POLICY NUMBER: UXP1005436-00

POLICY TERM: June 1, 2016 TO June 1, 2023

ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY:

END'T NO.	FORM NUMBER	TITLE
	00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)
	05 ML0002 00 12 14	SIGNATURE PAGE (ARCH INSURANCE)
	05 ML0014 00 03 03	CLAIMS HANDLING PROCEDURES (Arch Ins. Co.)
1	00 EXT0226 33 11 11	NEW YORK CHANGES ENDORSEMENT
2	00 EXT0235 00 05 13	DUTY TO DEFEND ENDORSEMENT
3	00 ML0207 33 03 04	AMENDMENT OF EXCLUSIONS
4	00 ML0207 33 03 04	AMENDMENT OF LIMITS
5	00 ML0207 33 03 04	AMENDMENT OF CONDITIONS
6	00 ML0207 33 03 04	PREMIUM AUDIT ENDORSEMENT
7	00 EXT0026 00 09 11	UNINSURED/UNDERINSURED MOTORISTS AND OTHER FIRST PARTY COVERAGES EXCLUSION
8	00 EXT0219 00 01 15	EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM
	00 MLT0027 00 01 15	TERRORISM COVERAGE DISCLOSURE NOTICE

EXCESS THIRD PARTY LIABILITY POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy or under **controlling underlying insurance**. The words "we", "us" and "our" refer to the company stated in the Declarations providing this insurance.

This is excess insurance and only applies to those coverages for which **underlying insurance** is shown in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy.

If any provision of the **controlling underlying insurance** conflicts with any provision of our insurance, then the provision of our insurance will apply. However, if our provision would result in broader coverage than is provided by **controlling underlying insurance**, then the provision of the **controlling underlying insurance** will apply. This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. This policy will not recognize reduction or exhaustion of the underlying limit of liability, retained limit, or self-insured retention by any claim, suit, demand or any payment of **loss**, cost or expense excluded by this policy or any endorsements to this policy.

Other words and phrases that appear in bold have special meaning. Refer to Section **V. DEFINITIONS**.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS MADE A PART HEREOF AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU AS FOLLOWS:

I. INSURING AGREEMENTS

We will pay on behalf of the **insured**, except as otherwise stated in this policy, those amounts of **loss** for which coverage is provided under the definitions, terms, conditions, limitations and exclusions of the **controlling underlying insurance** in effect at the inception of this policy and which exceeds the total Limits of Liability of **underlying insurance** as stated in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy. The amount we will pay for **loss** is limited as provided under Section **II. LIMITS OF INSURANCE**.

If any policy of **underlying insurance** grants any coverage subject to a sub-limit of liability, this policy shall not offer such coverage. However, this policy shall recognize any reduction or exhaustion of limits by any payment under such coverage for **loss** covered by the **underlying insurance**.

II. LIMITS OF INSURANCE

a. The Limits of Insurance shown in Item 2. of the Declarations and the rules below determine the most we will pay for all **loss** regardless of the number of:

1. **Insureds;**
2. Claims made or suits brought; or

3. Persons or organizations making claims or bringing suits.

- b. Subject to Paragraphs **II.a.**, **II.c.** and **II.d.**, the Each Occurrence Limit stated in Item 2.(a) of the Declarations is the most we will pay for the sum of all **loss** arising out of any one **occurrence**.

If the applicable aggregate limit of insurance has been reduced by payment of **loss** to an amount that is less than the limit for Each Occurrence stated in Item 2.(a) of the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of **loss** arising out of any other **occurrence**.

- c. Subject to Paragraphs **II.a.** and **II.b.** above, the Products-Completed Operations Aggregate Limit stated in Item 2.(b) of the Declarations is the most we will pay for all **loss** within the **products-completed operations hazard**, regardless of whether the aggregate limit for each coverage provided by the **controlling underlying insurance** applies separately.
- d. Subject to Paragraphs **II.a.** and **II.b.** above, the limit stated in Item 2.(c) of the Declarations for the General Aggregate Limit is the most we will pay for all **loss**, except for **loss** within the **products-completed operations hazard**, that are subject to an aggregate limit provided by **controlling underlying insurance**. The General Aggregate Limit applies to all **loss**, regardless of whether the aggregate limit for each coverage provided by the **controlling underlying insurance** applies separately. However, the General Aggregate Limit does not apply to **loss** within the **products-completed operations hazard** and **loss** that is not subject to an aggregate limit in the **controlling underlying insurance**.
- e. If any **underlying insurance** does not provide separate aggregate limits for **loss** within the **products-completed operations hazard** and **loss** not within the **products-completed operations hazard**, the limit stated in Item 2.(c) of the Declarations for the General Aggregate Limit is the most we will pay for all **loss**, including **loss** within the **products-completed operations hazard**. Under such circumstances, any limit appearing in Item 2.(b) of the Declarations does not apply.
- f. Subject to Paragraphs **II.a.**, **II.b.**, **II.c.**, **II.d.** and **II.e.** above, if the Limits of Liability of Underlying Insurance stated in Item 3. of the Declarations are reduced or exhausted solely by payment of **loss** (including any defense expenses that reduce the limit of liability of the **underlying insurance**) to which this policy applies, such insurance provided by this policy will apply in excess of the reduced **underlying insurance** or, if all **underlying insurance** is exhausted, will apply as **underlying insurance** subject to the same definitions, terms, conditions, limitations and exclusions of the **controlling underlying insurance**, except as otherwise limited by the definitions, terms, conditions, limitations and exclusions of this policy.
- g. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- h. If defense expenses are included within the limit of liability of any **underlying insurance**, then any such defense expense we incur, in accordance with Section **III. DEFENSE**, shall reduce the Limit of Insurance of this policy.

If defense expenses of none of the **underlying insurance** reduce the limit of liability provided by those policies, then any such defense expense we incur, in accordance with Section **III. DEFENSE**, shall not reduce the Limit of Insurance of this policy.

III. DEFENSE

- a. We will not be required to assume charge of the investigation or defense of any claim or any suit against an **insured**.
- b. We will have the right, but not the duty, to be associated with the **insured** or the underlying insurers or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this policy.
- c. If the total Limits of Liability of **underlying insurance** as stated in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy are exhausted solely by payment of **loss** (including any defense expenses that reduce the limit of liability of the **underlying insurance**), we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to payment under this policy. We may, however, withdraw from the defense of any suit or tender the continued defense to you if our applicable Limits of Insurance stated in Item 2 of the Declarations is exhausted by payment of **loss** (including any defense expenses that reduce the Limit of Insurance in accordance with Section II. **LIMITS OF INSURANCE**, Paragraph h. above).

If we exercise our rights under Paragraphs III.b. or III.c. above, we will do so at our own expense, subject to Section II. **LIMITS OF INSURANCE**, Paragraph h. above.

IV. EXCLUSIONS

It is agreed that this policy will not recognize reduction or exhaustion of the **underlying insurance** by any claim, suit, demand or any payment of **loss**, cost or expense excluded by this policy. The exclusions contained herein and any exclusions contained in endorsements to this policy apply regardless of whether any cause, event, material or product contributed concurrently or in any sequence to the injury or damage.

It is further agreed that regardless of whether or not coverage is afforded by the **controlling underlying insurance**, this policy does not apply to any:

a. Pollution

1. Claim, suit, demand or **loss** that alleges injury or damage that, in any way, in whole or in part, arises out of, relates to or results from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
2. Claim, suit, demand, **loss**, cost or expense that, in any way, in whole or in part, arises out of, relates to or results from any:
 - (a) Request, demand, order or statutory or regulatory requirement, or any other action authorized or required by law, that any **insured** or others investigate, abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to, or assess the effects of **pollutants** as well as any **loss**, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting therefrom; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **pollutants**.

As used in this exclusion, “**pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals

and waste. Waste includes material to be recycled, reconditioned or reclaimed.

b. Asbestos

Claim, suit, demand or **loss** that alleges injury or damage that, in any way, in whole or in part, arises out of, relates to or results from the **asbestos hazard**.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, suit, demand, **loss**, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **asbestos**, as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting therefrom;

As used in this exclusion, "**asbestos hazard**" means:

1. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of, **asbestos** in any manner or form whatsoever, either directly or indirectly; or
2. The actual or alleged failure to warn, advise or instruct related to **asbestos** in any manner or form whatsoever; or
3. The actual or alleged failure to prevent exposure to **asbestos** in any manner or form whatsoever; or
4. The actual or alleged presence of **asbestos** in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

As used in this exclusion, "**asbestos**" means any substance, regardless of its form or state, containing asbestos.

c. Nuclear

1. Claim, suit, demand or **loss** with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
2. Claim, suit, demand or **loss** that, in any way, in whole or in part, arises out of, relates to, or results from the **hazardous properties of nuclear material** and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **insured** is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Medical Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the **hazardous properties of nuclear material**, and arising out of the operation of a **nuclear facility** by any person or organization.
4. To any bodily injury or **property damage** resulting from the **hazardous properties of nuclear material**, if:

- (a) the **nuclear material (1)** is at any **nuclear facility** owned by, or operated by, or on behalf of, an **insured** or **(2)** has been discharged or dispersed therefrom;
- (b) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (c) the bodily injury or **property damage** that, in any way, in whole or in part, arises out of, relates to, or results from the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

“**hazardous properties**” includes radioactive, toxic or explosive properties;

“**nuclear material**” means “**source material**”, “**special nuclear material**” or “**by-product material**”;

“**source material**”, “**special nuclear material**”, and “**by-product material**” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“**spent fuel**” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

“**waste**” means any waste material **(a)** containing **by-product material** and **(b)** resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph 1 or 2 thereof;

“**nuclear facility**” means:

1. any **nuclear reactor**;
2. any equipment or device designed or used for **(a)** separating the isotopes of uranium or plutonium, **(b)** processing or utilizing **spent fuel**, or **(c)** handling, processing or packaging **waste**;
3. any equipment or device designed or used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“**nuclear reactor**” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“**property damage**” includes all forms of radioactive contamination of property.

V. DEFINITIONS

Except as otherwise defined in this policy or in any endorsement to this policy, the definition of terms and phrases contained in this policy and any endorsements to this policy will be the same as those terms and phrases are defined in the **controlling underlying insurance**.

- a. **“Controlling underlying insurance”** means the policy or policies listed in Item 3.a. of Schedule A – Schedule of Underlying Insurance of this policy.
- b. **“Insured”** means:
 - 1. you; and
 - 2. any person or organization qualifying as an **insured** under **controlling underlying insurance**, but only to the extent that:
 - (a) coverage is provided by this policy; and
 - (b) coverage is provided by **controlling underlying insurance**, or would have been provided but for the exhaustion of such policy's limit of liability.
- c. **“Loss”** means amounts paid to settle a claim or suit, or satisfy a judgment, for which the **insured** is legally liable. The amounts that are payable by us are subject to deductions for subrogation, salvages, and any other recoveries made or that are available to an **insured**.
- d. **“Occurrence”** has the same meaning as defined in the **controlling underlying insurance**.
- e. **“Policy period”** means the period beginning with the Effective Date shown in the Declarations and ending on the Expiration Date shown in the Declarations, unless canceled as provided in Condition g. of this policy.
- f. **“Products-completed operations hazard”** has the same meaning as defined in the **controlling underlying insurance**.
- g. **“Underlying insurance”** means all policies and the Limits of Liability listed in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy.

VI. CONDITIONS

a. Notice of Occurrence or Claim

Whenever you have information from which you may reasonably conclude that an **occurrence** or claim appears likely to involve this policy, written notice shall be given to us or any of our authorized agents as soon as practicable.

b. Notice of Suit

If suit is brought which appears likely to involve this policy or seeks damages in an amount that would exceed 50% of the limits of the **underlying insurance**, immediate written notice shall be given to us along with copies of the suit papers.

c. Duties After Notice of Occurrence, Claim or Suit Is Given

You and any other involved **insured** must:

- 1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **occurrence**, claim or suit;

2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation or settlement of the claim, and, if applicable, defense against the suit;
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply; and
5. No **insured** will, except at the **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

d. Maintenance of Underlying Insurance

The **underlying insurance** shall remain in full force and effect throughout the **policy period** except for reduction or exhaustion of the aggregate limit due to payment of claims, settlements, or judgments (including any defense expenses that reduce the limit of liability of the **underlying insurance**). This insurance will not take the place of any **underlying insurance** in the event of denial or rejection of a claim, or if any **underlying insurance** is cancelled or not renewed, or for any other reason except for reduction or exhaustion due to payment of claims, settlements, or judgments.

Failure to maintain any **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full force and effect.

Renewals or replacements of any **underlying insurance** will not be materially changed without our agreement.

e. Bankruptcy, Insolvency or Other Financial Impairment

In the event of the bankruptcy, insolvency or other financial impairment of any underlying insurer, or of the **insured** if the **underlying insurance** is comprised in whole or in part of self-insurance, we shall be liable only to the same extent we would have been had such bankruptcy, insolvency or other financial impairment not occurred. This insurance will not take the place of any **underlying insurance** in the event of bankruptcy, insolvency or other financial impairment of any underlying insurer or **insured**. This insurance will apply as if the **underlying insurance** were in full force and effect.

f. Other Insurance

If other insurance applies to **loss** that is also covered by this policy, this policy shall apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if such other insurance is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an **insured** arranges for the funding of legal liabilities.

If our Limits of Insurance stated in Item 2. of the Declarations are part of the total Limits of Insurance stated in Item 2., then the limits of our liability shall be that proportion of all **loss** which our Limits of Insurance bear to the total Limits of Insurance in Item 2. and which is in excess of the total Limits of Liability of **underlying insurance** as stated in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy.

g. Cancellation

This policy may be canceled by you either by mailing or delivering advance written notice to us stating when cancellation shall be effective. This policy may be canceled by us by mailing to you at the address shown in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter, ten (10) days thereafter if cancellation is for nonpayment of the premium, such cancellation shall be effective. The mailing of notice is sufficient notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of written notice either by you or by us shall be equivalent to mailing. If you cancel, earned premium will be computed in accordance with the customary short-rate table and procedure, but we will always be entitled to receive or keep the Minimum Premium amount stated in Item 5. of the Declarations. If we cancel, earned premium will be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon afterwards as is practicable. Our check or our representative's check mailed or delivered will be sufficient tender of any refund due you.

Cancellation will be effective on the date stated in the notice even though we have not made the refund of the unearned premium.

h. First Named Insured

The person or organization first named in Item 1. of the Declarations is authorized to act for all **insureds**.

If this policy insures more than one person or organization, cancellation must be effected by the first Named Insured and notice of cancellation by us will be made to the first Named Insured and shall be considered as notice to all. Payment of any unearned premium to the first Named Insured shall be for the account of all.

The first Named Insured is responsible for the premium. If the first Named Insured cannot or refuses to pay any or all of the premium, all of you are jointly and severally responsible to pay us the premium due.

i. Appeals

In the event that you or any underlying insurer elects not to appeal a judgment in excess of the limits of liability of **underlying insurance**, we may elect to appeal at our expense. Our Limit of Insurance shall not be increased because of the appeal.

j. Legal Action Against Us

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking damages from an **insured**;
2. Sue us, unless all the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **loss** that is not payable under the terms of this policy or that is in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

k. Loss Payable

Liability under this policy shall not apply unless and until the underlying insurer(s) has paid or has been held liable to pay for the full amount of their Limits of Liability as shown on

Schedule A – Schedule of Underlying Insurance. In the event of a settlement for less than the full amount of the limits of liability of the **underlying insurance**, the **insured** shall be responsible for any difference between the Limits of Liability as shown on Schedule A – Schedule of Underlying Insurance and the limits of liability available in the **underlying insurance** before this insurance becomes applicable with respect to any claim, suit, demand or **loss** covered by this policy. However, this provision does not apply to any payment for liability by the underlying insurer(s) that is less than the Limits of Liability as shown on Schedule A – Schedule of Underlying Insurance as a result of the reduction or exhaustion of the aggregate limits of the **underlying insurance**.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Signature Page

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read "John Mentz".

John Mentz
President

A handwritten signature in cursive script, appearing to read "Patrick K. Nails".

Patrick K. Nails
Secretary

Claims Handling Procedures

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Insurance Company
E & S Casualty Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the following:

EXCESS THIRD PARTY LIABILITY POLICY

- I. If you are an individual and a "covered auto" you own is predominantly used for non-business purposes, the **Cancellation** Condition is replaced by the following:

A. Cancellation

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
 - b. Your driver's license or that of a driver who lives with you or customarily uses the "covered auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days notice.
 - c. We replace this policy with another one providing similar coverages and the same limits for a "covered auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
 - d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York

Laws, only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 45 but not more than 60 days notice.

- e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
- f. Any insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.

If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire policy.

- 4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this we will mail you notice at least 20 days before the date of the change.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

- 1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
- 2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12 month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- 3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Condition is completely replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
 - (e) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - (f) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
 - (g) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a "covered auto", other than a suspension issued pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
 - (h) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:
 - (1) Such cancellation is based upon Paragraphs (a) through (g) of this subsection; and
 - (2) Such policies are not replaced without lapse.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

- (1)** We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
 - (2)** If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.
- 3.** We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- 4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

- 6.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- 7.** Regardless of the number of days this policy has been in effect, if:
 - a.** This policy covers “autos” subject to the provisions of Section 370 **(a)** and **(b)** of the New York Vehicles and Traffic Laws; and
 - b.** The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason,we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.
- 8.** The effective date of cancellation stated in the notice shall become the end of the policy period.
- 9.** Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

III. The Legal Action Against Us Condition is deleted and replaced by the following:

- a.** Except as provided in Paragraph b., no person or organization has a right under this policy to:

- (1) Join us as party or otherwise bring us into a suit asking damages from an **insured**;
- (2) Sue us, unless all the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **loss** that is not payable under the terms of this policy or that is in excess of our Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

- b. With respect to bodily injury claims, if we deny coverage or do not admit liability because an **insured** or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an **insured**:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

IV. The following Conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **IV.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **IV.3.** below.

We may conditionally renew this policy subject to the requirements stipulated by the

Maintenance Of Underlying Insurance condition of the policy to which this endorsement is attached. Failure to comply with the aforementioned condition as of the expiration date of the policy, or sixty days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an affective notice of nonrenewal.

3. Notices of Nonrenewal and Conditional Renewal

- a.** If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **IV.1.** and **IV.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:

 - (1)** The expiration date; or
 - (2)** The anniversary date if this is a continuous policy.
- b.** Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c.** Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d.** If we violate any of the provisions of Paragraphs **IV.3.a., b. or c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

 - (1)** Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.
 - (2)** On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e.** If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

 - (1)** Upon expiration of the 60 day period; or
 - (2)** Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.
- f.** We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

4. Bankruptcy of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our

obligations under this policy.

- V. The following provision is added to Conditions and supersedes any provision to the contrary:

Timely Notice Amendment

Failure to give notice to us as required under this policy shall not invalidate any claim made by the **insured**, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the **insured**, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- VI. The definition of "covered auto" is as defined in the **controlling underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 1

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DUTY TO DEFEND ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the following:

EXCESS THIRD PARTY LIABILITY POLICY

It is agreed that Section **III. DEFENSE** is deleted in its entirety and replaced with the following:

III. DEFENSE

- a.** We will not be required to assume charge of the investigation or defense of any claim or any suit against an **insured** except as provided in Paragraph **c.** below.
- b.** We will have the right, but not the duty, to be associated with the **insured** or the underlying insurers or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this policy.
- c.** If the total Limits of Liability of the **underlying insurance** as stated in Items 3.a. and 3.b. of Schedule A – Schedule of Underlying Insurance of this policy are exhausted solely by payment of **loss** (including any defense expenses that reduce the Limit of Liability of the **underlying insurance**), we shall have the right and the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to payment under this policy. However, we will not have such duty with respect to any claim that is subject to a limit of liability in the **underlying insurance** that has not been exhausted by payment of **loss**.

We may withdraw from the defense of any suit or tender the continued defense to you if our applicable Limits of Insurance stated in Item 2 of the Declarations is exhausted by payment of **loss** (including any defense expenses that reduce the Limit of Insurance in accordance with Section **II. LIMITS OF INSURANCE**, Paragraph **h.** above).

If we exercise our rights under Paragraphs **III b.** or **c.** above, we will do so at our own expense, subject to Section **II. LIMITS OF INSURANCE**, Paragraph **h** above. However, we shall not be obligated and we will have no duty to share in or contribute to any defense costs incurred:

- 1.** by others; or
- 2.** prior to our exercising our rights or duties as set forth above.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **EXCESS THIRD PARTY LIABILITY POLICY**.

Paragraphs **a. Pollution**, **b. Asbestos** and **c. Nuclear** of Section IV. **EXCLUSIONS** are deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.


Issued By: Arch Insurance Company

Endorsement Number: 3

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Join Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **EXCESS THIRD PARTY LIABILITY POLICY**.

It is agreed that under Section **II. LIMITS OF INSURANCE**, Paragraph **g.** is deleted and replaced with the following:

- g.** Except with respect to the Products-Completed Operations Aggregate Limit, the Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations through the end of the 60th month. Any **policy period** after the 60th month will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The Products-Completed Operations Aggregate Limit applies to the **policy period**. If any Coverage Extension Period applies under this policy for the **products-completed operations hazard**, then the Products-Completed Operations Aggregate Limit continues to apply and is not separate or different from, increased with respect to, or reinstated for, such Coverage Extension Period.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Insurance Company

Endorsement Number: 4

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **EXCESS THIRD PARTY LIABILITY POLICY**.

Paragraphs **a. Notice of Occurrence or Claim**, **f. Other Insurance**, **g. Cancellation** and **h. First Named Insured** of Section VI. **Conditions** are deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Insurance Company

Endorsement Number: 5

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **EXCESS THIRD PARTY LIABILITY POLICY**.

It is agreed that:

- A. Item 5. and Item 6.** of the Declarations are hereby deleted in their entirety and replaced with the following:

Item 5. Premium:

- | | | |
|---|------------|-----------------|
| (a) Policy Premium | [REDACTED] | (see rate) |
| (b) Premium for Certified Acts of Terrorism | [REDACTED] | Premium is Flat |

Total Premium Payable:

Flat	Auditable X	Minimum Premium
------	-------------	-----------------

Item 6. Rate: \$ [REDACTED] per \$ [REDACTED] of "construction value"

- B.** The following Condition is added to Section **VI. CONDITIONS**:

Premium Audit

1. We will compute all premiums for this policy in accordance with our rules and rates currently in use at the inception of this policy.
2. As the Policy Premium shown in the Declarations of this policy is a deposit premium and is subject to audit and adjustment it is therefore an advance premium. We shall develop the audit premium by adjusting the deposit premium based on the actual premium base of the **insured**. The audit premium shall be calculated based on the **Rate** stated in **Item 6.** of the Declarations and the actual premium base.

At the expiration of this policy or as soon as practicable thereafter we will compute the audit premium for the **policy period** and send notice to the first Named Insured. The audit premium shall be the difference between the deposit premium and the actual premium. However, the audit premium shall be no less than the Minimum Premium stated above.

The premium base for this policy is: "Construction Value".

Estimated "construction value" at Policy inception: [REDACTED].

As used in this endorsement, the definition of "construction value" is defined in the **controlling underlying insurance**.

The due date for such audit premium is the date shown as the due date on the bill.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Insurance Company

Endorsement Number: 6

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016

A handwritten signature in black ink, appearing to read "John M. Walsh", is written over a light gray rectangular background.

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED/UNDERINSURED MOTORISTS AND OTHER FIRST PARTY
COVERAGES EXCLUSION**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **EXCESS THIRD PARTY LIABILITY POLICY**.

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

As used in this exclusion, the definitions of "bodily injury", "property damage" and "personal and advertising injury" are as defined in the **controlling underlying insurance**.

This policy will not recognize reduction or exhaustion of the **underlying insurance** by any claim, suit, demand or payment of **loss**, cost or expense excluded by this endorsement.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 7

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF TERRORISM
OTHER THAN A CERTIFIED ACT OF TERRORISM**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under this policy.

A. The following definitions are added and apply under this endorsement whenever the term terrorism, the phrase any injury or damage, or the phrase certified act of terrorism are enclosed in quotation marks:

- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** use or threat of force or violence; or
 - (2)** commission or threat of a dangerous act; or
 - (3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b.** When:
 - (1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
- 2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in the **controlling underlying insurance** or in this policy.
- 3.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

B. The following exclusion is added:

EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges “any injury or damage” that, in any way, in whole or in part, arises out of, relates to or results from “terrorism”, including action in hindering or defending against an actual or expected incident of “terrorism”. “Any injury or damage” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

This exclusion also applies when one or more of the following are attributed to an incident of “terrorism”:

1. The “terrorism” is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials.

Other than “terrorism” described in paragraphs B.1. through B.5. above, this exclusion does not apply to:

1. “Certified act of terrorism”; or
2. “Terrorism” that is not a “certified act of terrorism” solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of “act of terrorism” pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of “act of terrorism”.

Further, this exclusion also applies to any claim, suit, demand or **loss** that alleges “any injury or damage” that is afforded by Commercial Automobile Insurance or Professional Liability Insurance regardless of whether or not coverage is afforded in the **controlling underlying insurance**.

- C.** Coverage provided by this endorsement for “any injury or damage” arising out of “certified act of terrorism”, other than “terrorism” excluded in **B.** above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for “any injury or damage”. This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to “certified act of terrorism” which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to “certified act of terrorism” available in the **underlying insurance** shall be paid by the

insured before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

1. Excluded by this endorsement; or
2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 8

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: UXP1005436-00

Named Insured: Skanska/Walsh Joint Venture d/b/a Skanska/Walsh JV

Endorsement Effective Date: June 1, 2016

TERRORISM COVERAGE DISCLOSURE NOTICE

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2015 and each Calendar Year thereafter through 2020.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$0.00

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Skanska/Walsh Joint Venture d/b/a
Skanska/Walsh JV

Policyholder/Legal Representative/Applicant's
Signature

Named Insured

Print Name of Policyholder/Legal
Representative /Applicant

Arch Insurance Company
Insurance Company

Date:

Policy Number: UXP1005436-00
